

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Covington & Burling LLP 1201 Pennsylvania Avenue, N.W., Washington, D.C. 20004		2. Registration No. 5852
3. Name of Foreign Principal Corporación Colombia Internacional	4. Principal Address of Foreign Principal Calle 16 No. 6-66 - piso 7 Bogotá D.C., Colombia	
5. Indicate whether your foreign principal is one of the following:		
<input type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Association </div> <div> <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____ </div> </div> <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant		
b) Name and title of official with whom registrant deals		
7. If the foreign principal is a foreign political party, state:		
a) Principal address		
b) Name and title of official with whom registrant deals		
c) Principal aim		

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Corporación Colombia Internacional CCI is a non-profit organization based in Bogotá, Colombia. CCI promotes the agricultural and agro-industrial restructuring of Colombia, with social responsibility as a main goal, through the implementation of Sustainable Competitive Agribusiness Models - MACS, with the aim of achieving more participation and access of Colombians living in rural areas in national and international markets.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

The registrant understands that its activities will be financed by a grant from the Colombian Ministry of Agriculture to the foreign principal.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

CCI is a non-profit with no owners. Its Board of Directors includes the following members: Colombian Minister of Agriculture and Rural Development (or designee), President of PROEXPORT (or designee), Director of the National Planning Department (or designee), the President of the Colombian Farmers Association (or designee), Camilo Aldana Vargas, David Emilio Bojanini García, Gustavo Adolfo Canal Mora, Javier Díaz Molina, Gustavo Gaviria Angel, Andrés Felipe Londoño Montoya, Juan Lucas Restrepo Ibiza, Ricardo Sierra Moreno, Enrique Villegas Tascón, Jesús Eduardo Villota Ortega, Jesús Enrique Villamizar Angulo.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature	
December 01, 2014	Peter L. Flanagan, Partner	/s/ Peter L. Flanagan	eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Covington & Burling LLP
1201 Pennsylvania Avenue, N.W., Washington, D.C. 20004

2. Registration No.

5852

3. Name of Foreign Principal

Corporación Colombia Internacional CCI

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See attached contracts.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Covington & Burling LLP will review documentation provided by the foreign principal and the Colombian Ministry of Agriculture and consult with relevant United States government agencies to ascertain the current status of the U.S. Department of Agriculture's approval process for the export of Colombian crops to the United States, in light of the obligations the United States may have under the U.S.-Colombia Free Trade Agreement. The crops include hass avocados, peppers, watermelon, melon, mango and beef. Following this analysis, Covington & Burling LLP will propose specific steps that Covington would take, working with the foreign principal, to achieve the foreign principal's market access objectives.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See response to question 8.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
December 01, 2014	Peter L. Flanagan, Partner	/s/ Peter L. Flanagan eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

COVINGTON

COVINGTON & BURLING LLP

BEIJING
BRUSSELS
LONDON
NEW YORK
SAN DIEGO

SAN FRANCISCO
SEOUL
SHANGHAI
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WASHINGTON, DC 20004-2401
T 202.662.6000
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November 13, 2014

Adriana Senior Mojica
President and CEO
Corporación Colombia Internacional CCI

Dear Ms. Senior:

Following our recent discussions, Covington & Burling LLP (Covington) proposes to assist Corporación Colombia Internacional (CCI) to expedite access of several Colombian agricultural products into the United States market.

Scope of Representation.

For the purposes of this representation, our client will be CCI and no ministry or other unit or subdivision of the Republic of Colombia.

With the coming into force of the United States-Colombia Free Trade Agreement (FTA) in May of 2012, the government of Colombia moved to prioritize a range of agricultural products for export to the United States pursuant to the provisions of the FTA. In November of that year the United States Department of Agriculture (USDA) officially committed to expediting the approval process for several Colombian crops, particularly hass avocados. We understand that at the request of the USDA, the Colombian Ministry of Agriculture (MAC) conducted the requisite studies and implemented the required steps sought by USDA in order to obtain approval for full market access for the products in question. We also understand from our conversations that MAC believes USDA has moved too slowly in response to the steps taken by the Colombian authorities to this end and that so far none of the products at issue have entered the United States. Furthermore, with regard to beef exports to the United States, you conveyed to us the MAC's belief that delays in market access are unjustified in view of the fact that Colombia believes it has fulfilled all the necessary requirements and been declared free from hoof and mouth disease since 2009. It has been noted that Colombian authorities are concerned that the country is being held to an unfair standard by contrast with other countries, such as Chile and Peru, with which the United States has signed FTAs.

DC: 4803587-1

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COVINGTON & BURLING LLP

Ms. Adriana Senior Mojica
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Covington will help CCI accelerate the admissibility process. This will consist of a review of the available documentation provided by CCI and the MAC and the steps Colombia has taken so far, combined with consultation with relevant United States government agencies to ascertain the current status of the approval process and its prospects, in light of the obligations the United States may have under the FTA. The effort will focus, in addition to hass avocados, on peppers, watermelon, melon, mango and beef. This analysis, to be completed in the first month of our engagement, will be followed with a proposal outlining specific steps that Covington would take, working with CCI, to achieve its market access objectives.

Paula Uribe and I will lead this effort with support from Covington lawyers and policy advisors familiar with the FTA, the regulatory process in USDA and the broader Washington policy context, including the U.S. Congress and other agencies. Legal services, should they be necessary, would be managed and overseen by a Covington senior lawyer. At every step we will continue to coordinate closely with CCI.

Financial Arrangements.

In lieu of our billing by the hour, we can undertake this work for a fixed monthly cost of \$25,000 (net of taxes and exclusive of expenses) for the first month and \$15,000 (net of taxes and exclusive of expenses) for the following month. At that point, and by common agreement, we can revisit the terms of our engagement moving forward. Our statements will be rendered monthly.

Our statements will include charges for support services incurred on your behalf, such as printing, duplicating, transcripts, computer research, telecommunications, any secretarial overtime attributable to your special needs, mail, deliveries and the like, as well as out-of-pocket costs, such as travel and lodging. Where substantial third-party payments (such as co-counsel fees, expert fees, special studies, transcripts, or any single charge of more than \$1,000) are required, we may in consultation with you either forwards the charge to you for direct payment or request advance funds to cover the cost.

You agree that both you and our firm may use electronic devices and Internet services to communicate with each other and forward documents notwithstanding some risk that such communications may be intercepted by and disclosed to unauthorized parties. You agree that the benefits of using such technology outweigh the risks of unauthorized disclosure.

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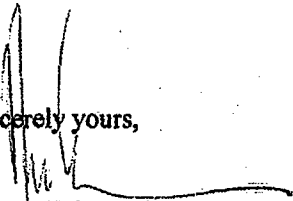
Consent to Other Representations.

Covington represents a wide range of U.S., foreign, and multinational clients in a variety of sectors, including but not limited to pharmaceutical and oil and gas manufacturers, agricultural producers and suppliers, and information technology, that could become involved in matters, including civil or criminal litigation, where CCI or its affiliated parties have taken or may take an adverse position. Without the prior consent of CCI, we will not in the future undertake any representation adverse to CCI that relates substantially to the representation of CCI that is described in this letter. However, Covington will have the right to represent other clients on business transactions, counseling, litigation, criminal, or other matters that do not have a substantial relationship to this engagement, even if in such matters the interests of CCI may be adverse, or if the other client happens to be adverse to the Government of Colombia and/or CCI but the other client is represented by other counsel. In addition, we remain free to represent clients in matters adverse to CCI or Colombia, any of the independent agencies, and officials of the Government of Colombia that are not substantially related to any matter in which we are representing any of them.

I trust this letter accurately states our mutual understanding. If you have questions about any aspect of it, please let me know promptly; otherwise I would appreciate your confirming our understanding by signing and returning a copy of this letter to me.

We look forward to working with you on this matter.

Sincerely yours,



Arturo Valenzuela
Senior Advisor for Latin America

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COVINGTON & BURLING LLP

Ms. Adriana Senior Mojica
November 13, 2014
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Agreed to:

For the ~~Corporación~~ Colombia Internacional

By:  _____

Title: _____

Date: _____



CONTRATO DE CONSULTORÍA CELEBRADO ENTRE LA CORPORACION COLOMBIA INTERNACIONAL Y COVINGTON
& BURLING LLP

ADRIANA SENIOR MOJICA, identificada con la cédula de ciudadanía [REDACTED] de Bogotá, quien en su calidad de presidente y representante legal, actúa en nombre y representación de la CORPORACIÓN COLOMBIA INTERNACIONAL - CCI, entidad de participación mixta, sin ánimo de lucro, tal como consta en sus respectivos estatutos, que en adelante se denominará LA CORPORACIÓN y ARTURO VALENZUELA, identificado (a) como aparece registrado al pie de su firma, quien actúa en nombre y representación de COVINGTON & BURLING LLP, firma legalmente constituida, y quien en adelante se denominará EL CONSULTOR, hemos acordado celebrar el presente Contrato de Consultoría, previo las siguientes

CONSIDERACIONES

- 1) Que LA CORPORACIÓN es una Corporación de participación mixta, sin ánimo de lucro, de carácter científico y tecnológico, organizada para desarrollar y ejecutar actividades de desarrollo rural integral, lo mismo que creación de efectos demostrativos de índole empresarial en materia agropecuaria, pesquera, forestal y agroindustrial, dotada de patrimonio propio, personería jurídica y constituida conforme a la legislación civil colombiana y regida por ésta.
- 2) Que LA CORPORACIÓN suscribió con el Ministerio de Agricultura y Desarrollo Rural – MADR el convenio interadministrativo No 222 de 2014 cuyo objeto es *"Aunar esfuerzos administrativos, técnicos y financieros entre el MINISTERIO DE AGRICULTURA Y DESARROLLO RURAL y LA CORPORACION COLOMBIA INTERNACIONAL CCI para promover el aprovechamiento de las oportunidades derivadas de la apertura comercial y de los acuerdos vigentes, con el propósito de proveer información para la toma de decisiones; relacionada con la implementación de los acuerdos de libre comercio en lo referente al sector agropecuario"*.
- 3) Que mediante acta No 4 del 22 de Octubre de 2014, el Comité Administrativo autorizó la contratación directa del CONSULTOR.
- 4) Que COVINGTON & BURLING LLP es una firma reconocida como líder internacional en representación de clientes sofisticados en negocios altamente regulados y especializados en litigios, transacciones, políticas públicas y asuntos regulatorios. Es conocida por su profundo conocimiento de las industrias clave, su sofisticación en complejos asuntos corporativos, regulatorios, consultivos y contenciosos, por su lealtad a sus clientes y el compromiso con los más altos estándares éticos y profesionales.

CORPORACION COLOMBIA INTERNACIONAL

- 5) Que COVINGTON & BURLING LLP abarca actividades en cuestiones legislativas y reglamentarias de Estados Unidos, Política comercial de Estados Unidos, las relaciones comerciales bilaterales y multilaterales y las posiciones de Estados Unidos con respecto a los acuerdos internacionales y las negociaciones.
- 6) Que con la entrada en vigor del Tratado de libre comercio (TLC) entre Estados Unidos y Colombia en mayo de 2012, el gobierno de Colombia se trasladó a priorizar una gama de productos agrícolas para la exportación a los Estados Unidos conforme a las disposiciones del TLC, por tal razón el Ministerio de Agricultura y Desarrollo Rural - MADR llevó a cabo los estudios necesarios y ha tomado varias acciones para implementar los pasos requeridos por el Departamento de agricultura de Estados Unidos (USDA) para obtener aprobación para el acceso al mercado completo de dichos productos.
- 7) Que la CORPORACIÓN, como persona jurídica de derecho privado, tiene plena capacidad para ejercer derechos y contraer obligaciones, para contratar, para conciliar y transigir, y en general, para celebrar actos, contratos y negocios jurídicos que sean necesarios para el cumplimiento de sus propósitos.

En mérito de lo expuesto, las partes acuerdan la celebración del presente Contrato, el cual se registrará por las disposiciones del Derecho Privado y por las siguientes cláusulas:

CLÁUSULA PRIMERA. OBJETO.- El CONSULTOR se compromete con la CORPORACION a prestar los servicios de consultoría para determinar el estatus actual del proceso al acceso de varios productos agrícolas colombianos al mercado de los Estados Unidos, generando una propuesta de trabajo para lograr la admisibilidad de dichos productos.

CLÁUSULA SEGUNDA. OBLIGACIONES DEL CONSULTOR.- En desarrollo del objeto del contrato, le corresponde al CONSULTOR realizar las siguientes actividades:

1. Realizar la revisión de toda la documentación existente que Colombia a provisto hasta el momento junto con las consultas en las agencias relevantes del gobierno de los Estado Unidos, para determinar el estatus actual del proceso de aprobación y sus prospectos, a la luz de las obligaciones que los Estados Unidos pueda tener en virtud del TLC.
2. EL CONSULTOR enfocará esta revisión y análisis en los siguientes productos: Aguacate Hass, pimentón, sandía, melón, mango y carne bovina.
3. EL CONSULTOR entregará a LA CCI una propuesta delineando los pasos específicos que CCI, Colombia y EL CONSULTOR necesitarán llevar a cabo, para lograr la admisibilidad de los productos relacionados en el numeral anterior.

CLÁUSULA TERCERA.- El valor del presente Contrato es la suma de US\$40.000 (netos de impuestos y excluyendo gastos), los cuales LA CORPORACIÓN se compromete a pagar al CONSULTOR de la siguiente manera: i) Un pago por valor de US\$25.000, el día Treinta (30) de Noviembre de 2014. ii) Un último pago por valor de US\$15.000 el día 31 de Diciembre de 2014, previo recibo a satisfacción de la supervisión del contrato. Estos pagos se harán a la tasa representativa del mercado (TRD) del día que se efectúe el respectivo desembolso vía transferencia electrónica a la cuenta de EL CONSULTOR.

CORPORACION COLOMBIA INTERNACIONAL

PARÁGRAFO PRIMERO: En caso de que se generen pagos sustanciales a tercero (como pagos a con-abogados, pagos a expertos, estudios especiales, transcripciones, o cualquier otro cobro individual de más de US\$1.000) y sean requeridos EL CONSULTOR podrá solicitar el pago directo o solicitar fondos adelantados para cubrir dichos costos. PARÁGRAFO SEGUNDO: Para cada pago EL CONSULTOR deberá presentar cuenta de cobro y/o factura, con previa certificación y/o visto bueno y recibo a satisfacción del supervisor del contrato.

CLÁUSULA CUARTA.- DURACIÓN: El presente contrato tendrá una duración contada a partir de su perfeccionamiento hasta el 31 de Diciembre de 2014.

CLÁUSULA QUINTA. SUPERVISIÓN: La ejecución del presente contrato y el cumplimiento de las obligaciones que asume EL CONSULTOR serán verificadas por LA CORPORACIÓN, a través de NELSON BALCEROM Coordinador Comercial o la persona que se delegue para ello. PARÁGRAFO.- El cambio de supervisor no implica la modificación del clausulado del contrato y será notificado al CONSULTOR mediante comunicación dirigida por el representante legal.

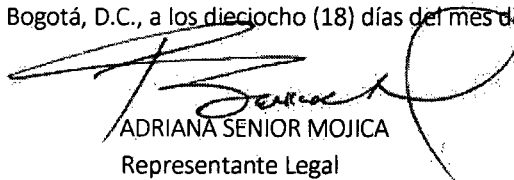
CLÁUSULA SEXTA. AUTONOMIA DEL CONSULTOR: EL CONSULTOR actuará con total autonomía técnica, profesional y administrativa en el cumplimiento de sus obligaciones y corren por su cuenta todos los riesgos que se desprendan de la ejecución del contrato. En consecuencia, no habrá ninguna relación de subordinación o dependencia entre LA CORPORACIÓN y EL CONSULTOR ni habrá ninguna responsabilidad de LA CORPORACIÓN frente al personal que emplee EL CONSULTOR o que le colabore para el desarrollo del objeto del presente contrato.

CLÁUSULA SÉPTIMA. SOLUCIÓN DE CONTROVERSIAS CONTRACTUALES: LA CORPORACIÓN y EL CONSULTOR harán todo lo posible para resolver en forma ágil, rápida y directa las diferencias y discrepancias que surjan de la celebración, ejecución y liquidación del presente contrato.



CLÁUSULA OCTAVA. DOMICILIO CONTRACTUAL: El presente contrato se suscribe en la ciudad de Bogotá y se ejecutará en Estados Unidos de América.

CLÁUSULA VIGÉSIMA SEXTA. PERFECCIONAMIENTO: El presente Contrato se perfecciona con la firma de las partes. En constancia se suscribe en Bogotá, D.C., a los dieciocho (18) días del mes de noviembre de 2014.

LA CORPORACIÓN:


ADRIANA SENIOR MOJICA
Representante Legal

EL CONSULTOR:


ARTURO VALENZUELA
Pasaporte americano 
Asesor Internacional para América Latina

ARCHIVO: COMERCIAL
PROYECTO: NRLOPEZ
REVISOR: OSOLANO/NIBALCERO

CORPORACION COLOMBIA INTERNACIONAL

CONSULTING CONTRACT BETWEEN CORPORACION COLOMBIA INTERNACIONAL AND COVINGTON & BURLING LLP

ANDRIANA SENIOR MOJICA, identified with document [REDACTED] from Bogotá, who in her capacity as president and legal representative, acting for and representing Corporacion Colombia Internacional - CCI, an entity with mixed participation, non-profit, as shown in its previous statutes, which will henceforth be known as THE CORPORATION and ARTURO VALENZUELA, identified as shown by his signature, who acts in the name and representation of COVINGTON & BURLING LLP, a firm legally constituted, and which will henceforth be known THE CONSULTANT, have agreed to celebrate the current Consulting Contract

Considering

- 1) That THE CORPORATION is a Corporation of mixed participation, non-profit, of scientific and technological nature, organized to implement integrated rural development activities, as well as the creation of demonstrative effects of the business nature on agricultural matters, fisheries, forestry and agro-industrial field, equipped with its own assets, legal status and incorporated under Colombian civil law and governed by it.
2. That THE CORPORATION signed with the Ministry of Agriculture and Rural Development - MARD administrative agreement No 222 of 2014 whose purpose is "To combine technical and financial management efforts between the MINISTERIO DE AGRICULTURA Y DESARROLLO RURAL y LA CORPORATION COLOMBIA INTERNACIONAL CCI to promote taking advantage of the opportunities arising from trade liberalization and existing agreements, for the purpose of providing information for decision-making; related to the implementation of free trade agreements in relation to the agricultural sector. "
3. That by Act No. 4 of October 22, 2014, the Administrative Committee authorized the direct hiring of a CONSULTANT.
- 4) That Covington & Burling LLP is a leading international firm recognized as representing sophisticated clients in highly regulated businesses and specialized in litigation, transactions, public policy and regulatory affairs. It is known for his deep knowledge of key industries, its sophistication in complex corporate, regulatory, advisory and contentious matters, for its loyalty to its clients and commitment to the highest ethical and professional standards.
- 5) That Covington & Burling LLP covers activities on legislative and regulatory issues in the US, US trade policy, bilateral and multilateral trade relations and US positions regarding international agreements and negotiations.
- 6) That upon the entry into force of the Free Trade Agreement (FTA) between the US and Colombia in May 2012, the government of Colombia moved to prioritize a range of agricultural products for export to the United States under the provisions of the FTA, for this reason the Ministry of Agriculture and Rural Development - MARD conducted the necessary studies and has taken several actions to implement the steps required by the Department of Agriculture (USDA) for approval to access entire market for such products.

7) That the CORPORATION, as a legal entity of private law, has full capacity to exercise rights and obligations, to contract, to conciliate and compromise, and in general, for activities, contracts and legal acts necessary for the fulfillment of their purposes.

In light of the foregoing, the parties agree to enter into this Agreement, which shall be governed by the provisions of private law and the following clauses:

FIRST CLAUSE. OBJECT.- The CONSULTANT is committed to the CORPORATION to providing consulting services to determine the current status of the process to access several Colombian agricultural products to the US market, generating a working proposal for the purpose of admissibility of such products.

SECOND CLAUSE. OBLIGATIONS FOR THE CONSULTANT. In developing the contract, CONSULTANT corresponds to the following activities:

1. Conduct a review of all existing documentation provided by Colombia together with consultations with relevant government agencies of the United States, to determine the current status of the approval process and its prospects in light of the obligations that the United States may have under the FTA.
2. THE CONSULTANT will focus this review and analysis in the following products: Hass avocado, peppers, watermelon, melon, mango and beef.
3. THE CONSULTANT shall provide CCI with a proposal outlining specific steps that CCI, other relevant players and THE CONSULTANT will need to perform to achieve the eligibility of related products in the preceding paragraph.

SECTION THREE The value of this contract is the sum of US \$ 40,000 (net of tax and excluding expenses, which the CORPORATION agrees to pay the CONSULTANT as follows: i) A payment in the amount of \$ 25,000, on thirty (30), November 2014. ii) a final payment in the amount of \$ 15,000 on December 31, 2014, subject to satisfactory acceptance of contract monitoring. These payments will be made in the representative market rate (RMR) of the respective disbursement date is made.

FIRST PARAGRAPH: In case of substantial payments to third generated (such as payments to con-lawyers paid to experts, special studies, transcripts, or any other single payment of more than \$ 1,000) and are required CONSULTANT may request payment direct or solicit advanced funds to cover these costs. **PARAGRAPH TWO:** For each CONSULTANT shall submit payment collection account and / or invoice, pre-certified and / or approval and receipt of the contract supervisor satisfaction.

CLAUSE FOURTH TERM: This contract will last counted from its completion until December 31, 2014.

FIFTH. SUPERVISION: The execution of this contract and the fulfillment of the obligations assumed by CONSULTANT shall be verified by CORPORATION, through BALCEROM NELSON Commercial Coordinator or the person delegated to do so. PARAGRAPH The supervisor does not change involves modifying the clauses of the contract and will be notified by the CONSULTANT communication addressed by the legal representative.

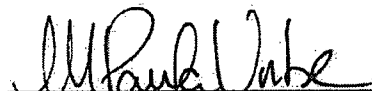
SIXTH CLAUSE. AUTONOMY OF CONSULTANT: CONSULTANT shall act technical, professional and administrative autonomy in the performance of their duties and at your expense all risks arising from the execution of the contract. Consequently, there will be no relationship of subordination or dependence between THE CORPORATION and THE CONSULTANT shall not be any liability CORPORATION against CONSULTANT person using or will collaborate to develop the subject of this contract.

SEVENTH CLAUSE. CONTRACTUAL DISPUTE SETTLEMENT: THE CORPORATION and THE CONSULTANT shall make every effort to solve in an agile, fast and straight the differences and discrepancies arising from the conclusion, execution and settlement of this contract.

EIGHTH CLAUSE. ADDRESS CONTRACT: This contract is signed in Bogota and will be executed in the United States of America.

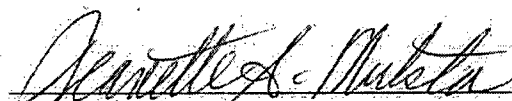
CLAUSE TWENTY SIX. ADVANCED: This Agreement is completed with the signature of the parties. In witness you sign in Bogotá, fourteen (14) days of the month of November 2014.

I, MARIA PAULA URIBE, hereby certify that I translated the attached document from Spanish into English and that, to the best of my ability, it is a true and correct translation. I further certify that I am competent in both Spanish and English to render and certify such translation.



Maria Paula Uribe

Sworn to before me this 26th day of November 2014



Notary Public
Jeanette S. Mukta
Notary Public, District of Columbia
My Commission Expires 4/30/2019

